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July 29, 2013

Via E-Mail

Keith Olinger
U.S. Environmental Protection Agency, Region IX
75 Hawthorne Street
San Francisco, CA 94105

Re: 104(e) Request for Information to Angeles Chemical Co, Inc. – Omega Superfund Site
Angeles Chemical Co., Inc. Facility, 8915 Sorenson Avenue, Santa Fe Springs, CA

Dear Mr. Olinger:

In a letter dated May 29, 2013, the EPA requested, per CERCLA Section 104(e), that Angeles Chemical Co., Inc. (“Angeles”) respond to several questions concerning 8915 Sorenson Avenue, Santa Fe Springs, CA (the “Property”). Prior to the original response deadline, Angeles obtained a 30 day extension of time, and, thus, the new deadline became July 29, 2013. This letter is Angeles’ response to the EPA’s request

Angeles’ responses include descriptions of corporate records and other proprietary information, Angeles respectfully requests that this letter be treated as confidential and not made available to the public. We also recognize, of course, that this information may need to be made available to EPA’s contractors (listed in your Enclosure A) and we ask that it be held in confidence by these parties as well.

Furthermore, Angeles’ response to EPA’s question no. 3 and a portion of its response to question no. 6 are withheld on the basis that each are confidential and privileged. Angeles is aware of the EPA’s requirements for withholding confidential and/or privileged information. Angeles will provide all supplemental information necessary to demonstrate that the information and related documents meet the criteria set out by the EPA. If you have any questions regarding our request for confidentiality or privilege, please immediately contact me.

The following answers are responsive to the EPA’s requests:

1. State the full legal name, address, telephone number, positions(s) held by, and tenure of, the individual(s) answering any of these questions on behalf of Angeles Chemical Co., Inc. concerning the matters set forth herein.



Angeles Response to No. 1:

John G. Locke, 21 E. Carrillo Street, Santa Barbara, CA 93101, (805) 898-9700. Mr. Locke has held the position of President since the creation of Angeles Chemical, which began in 1972.

2. Identify and provide copies of all property, pollution, casualty, environmental and/or liability insurance policies, and any other insurance contracts referencing the Property or facilities located at the Property, held by Angeles Chemical Co., Inc. from the time Angeles Chemical Co., Inc. began operations at, or assumed ownership of (whichever occurred earlier), the Property until the present. In identifying such policies, state:

- a. The name and address of each insurer and of the insured;
- b. The type of policy and policy numbers;
- c. The effective dates for each policy;
- d. The per occurrence policy limits of each policy;
- e. A description of the insured's efforts to file any claims relating to soil and/or groundwater contamination at the Property, under each policy, as well as the outcome of such efforts; and
- f. Identify all insurance brokers or agents who placed insurance for you at any time during the investigation period you identify above. Identify by name and title, if known, individuals at the agency or brokerage most familiar with your property, pollution and/or liability insurance program and the current whereabouts of each individual, if known.

Angeles Response to No. 2:

1. **2a:** Fireman's Fund Insurance Company ("Fireman's Fund"), 777 San Marin Drive, Novato, CA 94998, includes:

2b-d:

- i. Policy No. **Other Confidential** 9, for the period January 1, 1978 to January 1, 1979. This policy is a Comprehensive General Liability policy, with limits of \$500,000 each occurrence.
- ii. Policy No. **Other Confidential** for the period January 1, 1979 to January 1, 1982. This policy is a Comprehensive General Liability policy, with limits of \$500,000 each occurrence.
- iii. Policy No. **Other Confidential**, for the period January 1, 1982 to January 1, 1985. This policy is a Comprehensive General Liability policy, with limits of \$500,000 each occurrence.
- iv. Policy No. **Other Confidential**, for the period January 1, 1985 to January 1, 1986. This policy is a Comprehensive General Liability policy, with limits of \$500,000 each occurrence.
- v. Policy No. **Other Confidential**, for the period January 1, 1986 to January 1, 1987. This policy is a Comprehensive General Liability policy, with limits of \$500,000 each occurrence.
- vi. Policy No. **Other Confidential** for the period January 1, 1984 to January 1, 1987. This is a Property insurance policy.



- vii. Policy No. [Other Confidential] for the period January 1, 1987 to January 1, 1988. This is a Property insurance policy.
- viii. Policy No. [Other Confidential] for the period January 1, 1988 to January 1, 1989. This is a Property insurance policy.
- ix. Policy No. [Other Confidential] for the period January 1, 1987 to January 1, 1988. This policy is a General Liability – Claims-made policy.
- x. Policy No. [Other Confidential] for the period January 1, 1988 to January 1, 1989. This policy is a General Liability – Claims-made policy.

2e: On March 12, 2012, Angeles tendered claims on Policy [Other Confidential], which are each referenced above. On July 1, 2013, Fireman's Fund filed a lawsuit for declaratory relief against Angeles regarding the tendered claims (Los Angeles Superior Court, Case No. BC513736).

2f: Max Behm & Associates, Inc.

2. **2a:** Great American Surplus Lines, P.O. Box 5370, Cincinnati, OH 45201-5370

2b-2d:

- i. Policy No. [Other Confidential] for the period November 1, 1976 to November 1, 1977. This policy is a Comprehensive General Liability policy, with limits of \$500,000 each occurrence.
- ii. Policy No. [Other Confidential] for the period March 18, 1978 to January 1, 1979. This is an umbrella liability policy with limits of \$2 million.
- iii. Policy No. [Other Confidential] for the period January 1, 1979 to January 1, 1980. This is an umbrella liability policy with limits of \$2 million.
- iv. Policy No. [Other Confidential] January 1, 1980 to January 1, 1981. This is an umbrella liability policy with limits of \$2 million.
- v. Policy No. [Other Confidential] January 1, 1981 to January 1, 1982. This is an umbrella liability policy with limits of \$4 million.
- vi. Policy No. [Other Confidential] January 1, 1983 to January 1, 1984. This is an umbrella liability policy with limits of \$4 million.

2e: On March 12, 2012, Angeles tendered claims on Policy Nos.: [Other Confidential], which are each referenced above.

2f: Max Behm & Associates, Inc.; H&W Insurance Services

3. EPA information indicates that in the matter of *Angeles Chemical Co., Inc., et al. v. McKesson Corp., et al.* a \$4.55 million settlement was agreed to between the parties, including Angeles Chemical Co., Inc., as set forth in a Settlement Agreement effective January 5, 2010. State the amount Angeles Chemical Co., Inc. received from the allocation of settlement proceeds and provide information as to how the settlement proceeds have been spent or plan to be used.



Angeles Response to No. 3:

The contents of this agreement are confidential and privileged and Angeles will provide a supplemental document demonstrating its confidential and privileged nature.

4. Provide an estimate of Angeles Chemical Co., Inc.'s current and recent annual revenues for the past five years. Provide documentation evidencing such revenues.

Angeles Response to No. 4:

Fiscal Year:

2009-2010: Other Confidential

2010-2011: Other Confidential

2011-2013: No revenue due to close of operations.

5. Provide an estimate of Angeles Chemical Co., Inc.'s current assets. Provide documentation evidencing such assets.

Angeles Response to No. 5:

Angeles current assets are approximately Other Confidential

6. Describe any agreement, whether written or verbal, to which Angeles Chemical Co., Inc. is a party concerning the environmental conditions, cleanup or remediation of the Property. Include a description of any ongoing obligations related to the Property. As part of your response, describe each part of the agreement not in writing; provide the name, address and telephone number of each person agreeing to that provision; and provide the date that part of the agreement was made. Provide any documents evidencing such an agreement.

Angeles Response to No. 6:

- a. Agreement between Angeles, John G. Locke ("Mr. Locke"), the Estate of Janyce B. Locke (the "Estate") and Greve Financial Services, Inc. ("Greve"), on the one hand, and the McKesson Corporation ("McKesson"), Harvey Sorkin, the Estate of Seymour Maslin, and the Estate of Paul Maslin, on the other. The agreement became effective on January 5, 2010. The contents of this agreement are confidential and privileged and Angeles will provide a supplemental document demonstrating its confidential and privileged nature.
- b. Partial Consent Order entered between Mr. Locke, Angeles, and the Estate, on one hand, and the California Department of Toxic Substances Control ("DTSC"), on the other. The agreement was entirely in writing and became operative on January 20, 2010. All obligations regarding this agreement have been fulfilled. Parties with knowledge of this agreement include:
 - i. L, R. & B., 8915 Sorensen Avenue, Santa Fe Springs, CA 90670
 - ii. Mr. John G. Locke, Privacy Act
 - iii. Mr. Robert Berg, Privacy Act



- iv. Mrs. Donna Berg, **Privacy Act**
- v. Mr. Arnold Rosenthal, **Privacy Act**
- vi. Mrs. Pearl Rosenthal, **Privacy Act**
- c. Agreements exist between Angeles, Mr. Locke, and the Estate, on the one hand, and Greve, on the other. The contents of these agreements are confidential and privileged and Angeles will provide a supplemental document demonstrating its confidential and privileged nature.

If you would like to discuss this matter in further detail, please do not hesitate to call.

Very truly yours,

By:

Bret A. Stone

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Enclosures:

Appendix of responsive documents